

WBFO Gives Me the Blues Vol 6 website and CD release form

WBFO's Statement of Purpose

WBFO is compiling a compilation CD for use during their fall fund drive, 2008. This compilation will be composed of sound recordings (hereafter known as "song") provided by the performing artist (hereafter known as "artists") chosen by station listeners. Visitors to the WBFO website will choose the songs by listening to 30 second samples provided by the participating artists posted on WBFO's website in early October, 2008 and voting. Final selection for the compilation CD, to be titled "WBFO Gives Me the Blues, Volume V" (hereafter known as the "release") will be based primarily on the votes of the listeners.

This agreement is in two parts. The first part is a release from the artist to allow WBFO to post a 30-second sample of the artist's song on the WBFO website. The second part is a preliminary agreement to the terms that will be offers should the song be selected for the release. It is understood that actual use of the song for the release is not guaranteed, but is based on the selection process outlined above.

For both parts of this agreement, it is understood that the rights to all artistic and intellectual property contained within the recording belong solely to its creator.

Part I - Artist Release for Website Use

(sign here)

The artist named below does hereby consent to the posting of a sound sample lasting no more than 30 seconds of the song named below.

The artist represents and warrants that he/she owns the copyrights in and to the song and agrees that all rights in and to the performance underlying composition; and that Performer's performance described herein shall remain the sole property of the Performer and rights granted herein to WBFO are for use of an excerpt of the song on the WBFO website.

Performer understands and agrees that he or she will receive no compensation for the use of this song sample.

Performer's name and likeness may be used in promotional material for this website voting process, but not as an endorsement of any product or service.

Artist Information

Artist: _____

Song, with writers and affiliation [ex: Tuneville (John Doe/ASCAP)]: _____

Album Title and Catalog Number: _____

Album copyright owner and date: _____

Label name: _____

Contact information:

Name: _____

Address: _____

Phone Number: _____

Email address: _____

Artist or Label website: _____

Part II - Artist Agreement in Principle for Use of Song in Release

The purpose of posting the song sample on the WBFO website is to have the station’s listeners select the release. It is therefore understood that while placement of the song on the website does not guarantee placement of the song on the release, songs placed on the website must be available for the release.

Should the song be selected for use on the release, the artist agrees in principle to the following terms:

- 1) The release shall be available only through WBFO. The release will not be available through retail outlets, nor will it be available for digital downloading.
- 2) All artists will be on favored nations status.
- 3) The artist will be paid a royalty of 0.10 per unit for the use of the song, with a guarantee of 500 units. If the artist is also the writer of the song, an additional 0.05 per unit will be paid for the mechanical royalty. (If the artist is not the writer of the song, an appropriate mechanical royalty will be paid to the writer of the song, their publisher, or the Harry Fox Agency as directed).
- 4) The term of the agreement for use of the song in the release will run a maximum of three years and allow for a maximum of 2,500 total units to be pressed during that time period.
- 5) This agreement is for non-exclusive use of the song.

The artist represents and warrants that he/she owns the copyrights in and to the song and agrees that all rights in and to the performance underlying composition; and that Performer's performance described herein shall remain the sole property of the Performer and rights granted herein to WBFO are for use of an excerpt of the song on the WBFO website.

Performer understands and agrees that he or she will receive no compensation for the use of this song sample.

Performer's name and likeness may be used in promotional material for this website voting process, but not as an endorsement of any product or service.

Authorized Signature: _____ (date)

Title _____